

paid le

WAWSA Transmission Line Permit Request Agreement

Company Name: Dakota Access, LLC  
Company Address: 1100 WEISS AVE.  
City/State/Zip Code: Bismarck, ND 58503  
Phone Number: 701.290.4682 Fax Number: \_\_\_\_\_

Name and phone number of person(s) coordinating program for your company:

Name Julie DiMeo Phone Number ( if different ) 701.290.4682

Once the permit request has been transmitted, IT IS THE RESPONSIBILITY TO READ AND VERIFY THE ACCURACY OF EACH PERMIT REQUEST. Contact the WAWSA office immediately if there are any changes. The applicant acknowledges receipt of the WAWSA Line Crossing Request Policies and Procedures and agrees to comply with those conditions.

Name: Robert Rose Date: April 25, 2016

Signature: [Signature]

Tunneling( Y/N ) \_\_\_\_\_ Boring  (Y/N) \_\_\_\_\_ Depth 8'

Type Of Work Crude oil pipeline

Work being done for \_\_\_\_\_

County Williams City/Place Williston

Address \_\_\_\_\_ Street Highway 2

Nearest Cross Street 59th St. NW

Location of Work \_\_\_\_\_

Remarks \_\_\_\_\_

Township 155 Range 101 W Quarter Sec. 12 NW 1/4

For use by WAWSA Staff only  
Approved/ Denied: [Signature] Date: \_\_\_\_\_  
Work to Start On: \_\_\_\_\_

Locate & Witness Contact information

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Witness Signoff: \_\_\_\_\_ Date: \_\_\_\_\_



paid LE

WAWSA Transmission Line Permit Request Agreement

Company Name: Dakota Access, LLC  
Company Address: 1100 Weiss Ave  
City/State/Zip Code: Bismarck ND 58503  
Phone Number: 701.290.4682 Fax Number: \_\_\_\_\_

Name and phone number of person(s) coordinating program for your company:

Name Julie Dimed Phone Number (if different) \_\_\_\_\_

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Name: Robert Rose Date: April 25, 2016

Signature: 

Tunneling( Y/N ) \_\_\_\_\_ Boring (Y/N)  Depth 8'

Type Of Work \_\_\_\_\_

Work being done for \_\_\_\_\_

County McKenzie City/Place East of Arnegard

Address \_\_\_\_\_ Street North of Hi 200


Nearest Cross Street 132nd Ave NW

Location of Work \_\_\_\_\_

Remarks \_\_\_\_\_

Township 150 Range 99 Quarter Sec. 18 SW 1/4

For use by WAWSA Staff only

Approved/ Denied:  Date: \_\_\_\_\_  
Work to Start On: \_\_\_\_\_

Locate & Witness Contact information

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Witness Signoff: \_\_\_\_\_ Date: \_\_\_\_\_



paid fee

WAWSA Transmission Line Permit Request Agreement

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City/State/Zip Code: Bismarck ND 58503  
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Name: Robert Rose Date: April 25, 2016

Signature: [Signature]

Tunneling( Y/N ) \_\_\_\_\_ Boring  (Y/N) \_\_\_\_\_ Depth 8'

Type Of Work crude oil pipeline

Work being done for \_\_\_\_\_

County McKenzie City/Place north of Alexander

Address \_\_\_\_\_ Street US 85

Nearest Cross Street North of ND Highway 200

Location of Work \_\_\_\_\_

\_\_\_\_\_

Remarks \_\_\_\_\_

\_\_\_\_\_

Township 151 Range 101 Quarter Sec. 31 NE 1/4

\_\_\_\_\_

For use by WAWSA Staff only  
Approved/ Denied: [Signature] Date: \_\_\_\_\_  
Work to Start On: \_\_\_\_\_

Locate & Witness Contact information

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Witness Signoff: \_\_\_\_\_ Date: \_\_\_\_\_



Williams Rural Water District  
PO Box 1285  
5091 142<sup>ND</sup> Ave NW  
Williston, ND 58801  
Phone: 701-774-8915 Fax: 701-774-9708  
wrwa@nemont.net

TO: Dakota Access, LLC  
1100 Weiss Ave  
Bismarck ND 58503

Date: April 25, 2016

**CROSSING PERMIT**

Line \_\_\_\_\_ Williams \_\_\_\_\_ County, ND

One Call Ticket #: \_\_\_\_\_ Date of Crossing: \_\_\_\_\_

Location – be specific: west side of US 2

To Whom It May Concern:

Your company has asked Williams Rural Water District ("District") for permission to cross its water pipeline and right of way with another structure or facility ("Structure") at a location or locations as described above and as shown on the attached one call schedule.

The District serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on your part. Your business is also in the public interest, and we desire to cooperate with you, requesting your help in using your knowledge and experience to prevent damage to the pipeline. The District consents to your crossing in consideration of your agreement, and subject to the following conditions:

1. Before commencing work on said Structure, you shall provide 24 ~~hrs~~ hours written notice and consult with the District to discuss any issues associated with the crossing, and so that the District may have a representative present during the performance of the work.
2. You agree to pay for any modifications to the District pipeline which may be required (e.g. lowering, concrete caps, etc.). You further agree to pay for all damage to District property and to indemnify, protect and save the District harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying the District for any contamination, any clean-up or any environmental claims or actions resulting from your activities.



3. Work done by or for you shall be performed in a workmanlike manner in accordance with good engineering standards, due regard being given to the nature and purpose of the District's pipeline. You shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental authority, or as the District shall reasonably require to protect the District's property and for the safety and protection of persons and property. You must comply with all laws according to the ND Century Code 49.23-06.
4. If you install said Structure above the District's pipeline, whether above or below the surface of the ground, and if in connection with the District's operations it becomes necessary for such Structure to be moved, relocated, raised or lowered, then upon written request of the District, you shall promptly cause such work to be done at your sole expense, it being understood that the District shall make reasonable effort to carry on its operations in such manner as to obviate any such request.
5. Trenches exposing the water pipeline can expose a maximum of 5 feet unless otherwise approved by the District. All crossings must be at a 90 degree angle unless otherwise approved by the District. A representative of the District must be present during digging and burying of pipe. If bedding is disturbed, the water pipeline must be sand bedded when buried. The water pipeline may only be exposed for a maximum of 48 hours (less if weather requires) unless otherwise approved by the District. All crossings must be a minimum of 2 feet below the water pipeline unless otherwise approved by the District. Work requiring attendance by District personnel supervision must be performed during normal working hours, Monday through Friday, 8 am to 5 pm or you will be billed hourly for District personnel to be on site with a minimum of 2 hours. No weekend or holiday work will be allowed without prior approval.
6. Your company is liable for any representation that is misleading, proves to be untrue or is not fulfilled
7. Any exceptions to any of the above conditions must be in writing and approved by the District.
8. If the District's lines are cut, all repairs will be paid for by the company and the water will be restored to the customers as soon as possible. If payments are not made, the District will pursue legal action.

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This Crossing Permit is submitted in duplicate. Please witness your agreement hereto by signing in the space provided below, and be a returning a fully signed copy to Williams Rural Water District.

WILLIAMS RURAL WATER DISTRICT:

By: Jan Clarys Date: 4-28-16

ACCEPTED AND AGREED TO:

Company/Owner of pipeline: Dakota Access, LLC Address: 1300 Main, Houston, TX 77002

By: [Signature] Vice President, Land and Right of Way gmk Phone #: 713-989-7801

Contractor: \_\_\_\_\_ Address: \_\_\_\_\_

By: \_\_\_\_\_ Phone #: \_\_\_\_\_



Attached to and made part of Pipeline Crossing Permit Form

CROSSING PERMIT SCHEDULE

Crossing Party: Dakota Access LLC

Type of Structure: Crude oil pipeline

Location of Crossing in Section: 11 Township: 155 County: Williams  
North Dakota.

(Attach copy of One Call Ticket)

Date of Crossing: \_\_\_\_\_

Between Mile Posts: \_\_\_\_\_ & \_\_\_\_\_ of Section: \_\_\_\_\_,

Township 155 North, Range 101 West

***Map of location crossing MUST be attached. No Exceptions.***





Williams Rural Water District  
PO Box 1285  
5091 142<sup>ND</sup> Ave NW  
Williston, ND 58801  
Phone: 701-774-8915 Fax: 701-774-9708  
wrwa@nemont.net

TO: Dakota Access LLC Date: April 25, 2016  
1100 Weiss Ave  
Bismarck ND 58503

CROSSING PERMIT

Line \_\_\_\_\_ Williams County, ND  
One Call Ticket #: \_\_\_\_\_ Date of Crossing: \_\_\_\_\_  
Location – be specific: Southside of County Road #7

To Whom It May Concern:

Your company has asked Williams Rural Water District (“District”) for permission to cross its water pipeline and right of way with another structure or facility (“Structure”) at a location or locations as described above and as shown on the attached one call schedule.

The District serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on your part. Your business is also in the public interest, and we desire to cooperate with you, requesting your help in using your knowledge and experience to prevent damage to the pipeline. The District consents to your crossing in consideration of your agreement, and subject to the following conditions:

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2. You agree to pay for any modifications to the District pipeline which may be required (e.g. lowering, concrete caps, etc.). You further agree to pay for all damage to District property and to indemnify, protect and save the District harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying the District for any contamination, any clean-up or any environmental claims or actions resulting from your activities.



3. Work done by or for you shall be performed in a workmanlike manner in accordance with good engineering standards, due regard being given to the nature and purpose of the District's pipeline. You shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental authority, or as the District shall reasonably require to protect the District's property and for the safety and protection of persons and property. You must comply with all laws according to the ND Century Code 49.23-06.
4. If you install said Structure above the District's pipeline, whether above or below the surface of the ground, and if in connection with the District's operations it becomes necessary for such Structure to be moved, relocated, raised or lowered, then upon written request of the District, you shall promptly cause such work to be done at your sole expense, it being understood that the District shall make reasonable effort to carry on its operations in such manner as to obviate any such request.
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This Crossing Permit is submitted in duplicate. Please witness your agreement hereto by signing in the space provided below, and be returning a fully signed copy to Williams Rural Water District.

WILLIAMS RURAL WATER DISTRICT:

By: Ben Clegg Date: 4-28-16

ACCEPTED AND AGREED TO:

Company/Owner of pipeline: Dakota Access, LLC Address: 1300 Main, Houston, TX 77002

By: [Signature] Vice President, Land and Right of Way OK Phone #: 713-989-7801

Contractor: \_\_\_\_\_ Address: \_\_\_\_\_

By: \_\_\_\_\_ Phone #: \_\_\_\_\_



Attached to and made part of Pipeline Crossing Permit Form

CROSSING PERMIT SCHEDULE

Crossing Party: Dakota Access, LLC

Type of Structure: crude oil pipeline

Location of Crossing in Section: 18 Township: 155 County: Williams  
North Dakota.

(Attach copy of One Call Ticket)

Date of Crossing: \_\_\_\_\_

Between Mile Posts: \_\_\_\_\_ & \_\_\_\_\_ of Section: \_\_\_\_\_,

Township 155 North, Range 101 West

***Map of location crossing MUST be attached. No Exceptions.***





Williams Rural Water District  
PO Box 1285  
5091 142<sup>ND</sup> Ave NW  
Williston, ND 58801  
Phone: 701-774-8915 Fax: 701-774-9708  
wrwa@nemont.net

TO: Dakota Access LLC Date: April 25, 2016  
1100 Weiss Ave,  
Bismarck ND 58503

CROSSING PERMIT

Line \_\_\_\_\_ Williams \_\_\_\_\_ County, ND  
One Call Ticket #: \_\_\_\_\_ Date of Crossing: \_\_\_\_\_  
Location – be specific: north side, 51<sup>st</sup> St. NW

To Whom It May Concern:

Your company has asked Williams Rural Water District ("District") for permission to cross its water pipeline and right of way with another structure or facility ("Structure") at a location or locations as described above and as shown on the attached one call schedule.

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WILLIAMS RURAL WATER DISTRICT:

By: *J. S. Clays* Date: 4-28-16

ACCEPTED AND AGREED TO:

Company/Owner of pipeline: Dakota Access, LLC Address: 1300 Main, Houston, TX 77002

By: *[Signature]* Vice President, Land and Right of Way OK Phone #: 713-989-7801

Contractor: \_\_\_\_\_ Address: \_\_\_\_\_

By: \_\_\_\_\_ Phone #: \_\_\_\_\_



Attached to and made part of Pipeline Crossing Permit Form

CROSSING PERMIT SCHEDULE

Crossing Party: Dakota Access, LLC

Type of Structure: Crude oil pipeline

Location of Crossing in Section: 15 Township: 154 County: Williams  
North Dakota.

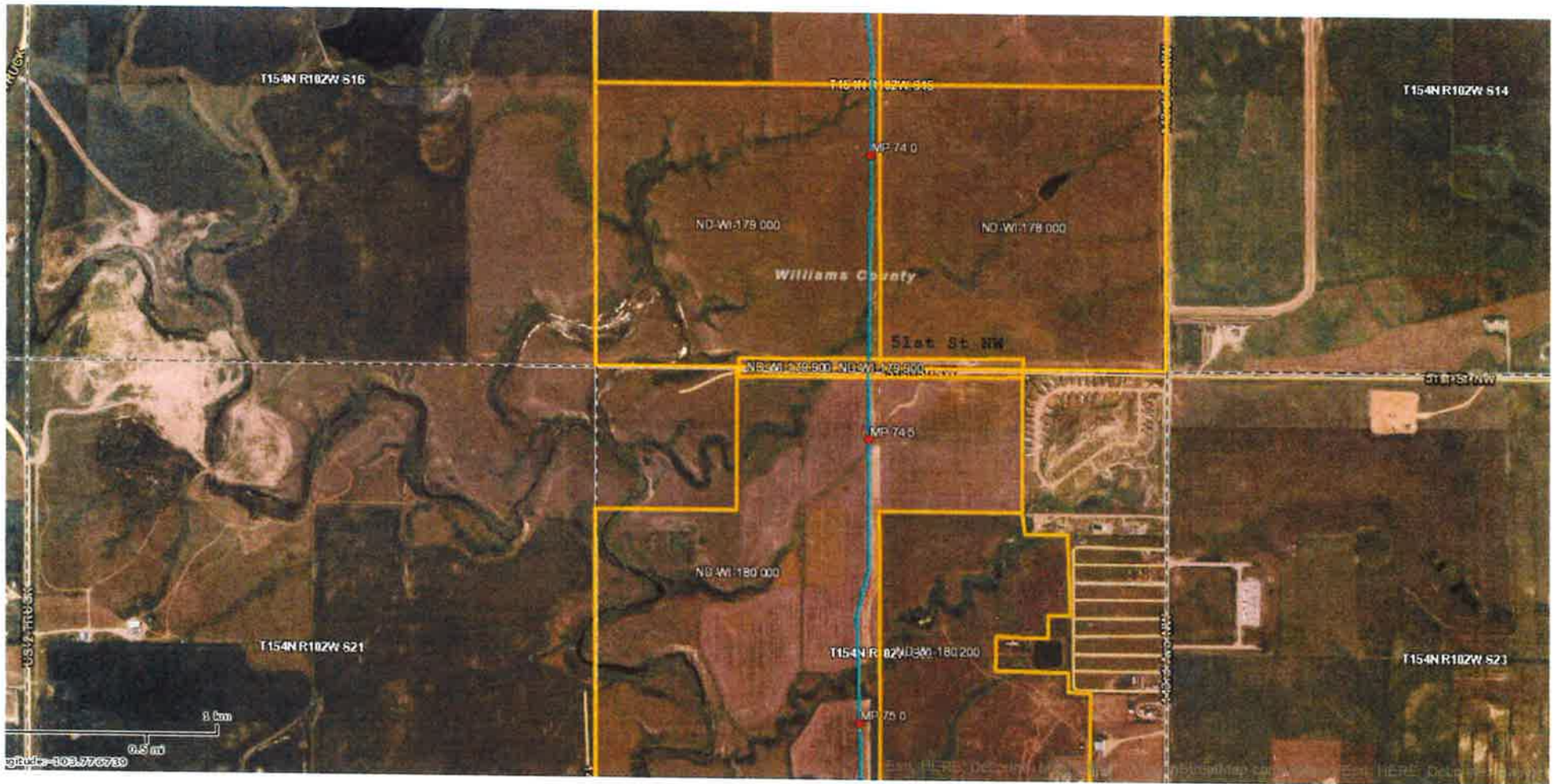
(Attach copy of One Call Ticket)

Date of Crossing: \_\_\_\_\_

Between Mile Posts: \_\_\_\_\_ & \_\_\_\_\_ of Section: \_\_\_\_\_

Township 154 North, Range 101 West

***Map of location crossing MUST be attached. No Exceptions.***





Williams Rural Water District  
PO Box 1285  
5091 142<sup>ND</sup> Ave NW  
Williston, ND 58801  
Phone: 701-774-8915 Fax: 701-774-9708  
[wrwa@nemont.net](mailto:wrwa@nemont.net)

TO: Dakota Access LLC  
1100 Weiss Ave  
Bismarck ND 58503

Date: April 25, 2016

**CROSSING PERMIT**

Line \_\_\_\_\_ Williams County, ND

One Call Ticket #: \_\_\_\_\_ Date of Crossing: \_\_\_\_\_

Location – be specific: ND 1807 Eastside, southside of private  
road

To Whom It May Concern:

Your company has asked Williams Rural Water District (“District”) for permission to cross its water pipeline and right of way with another structure or facility (“Structure”) at a location or locations as described above and as shown on the attached one call schedule.

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WILLIAMS RURAL WATER DISTRICT:

By: Ben Cays

Date: 4-28-16

ACCEPTED AND AGREED TO:

Company/Owner of pipeline: Dakota Access, LLC Address: 1300 Main, Houston, TX 77002

By: [Signature] Vice President, Land and Right of Way Phone #: 713-989-7801

Contractor: \_\_\_\_\_ Address: \_\_\_\_\_

By: \_\_\_\_\_ Phone #: \_\_\_\_\_



Attached to and made part of Pipeline Crossing Permit Form

CROSSING PERMIT SCHEDULE

Crossing Party: Dakota Access LLC

Type of Structure: crude oil pipeline

Location of Crossing in Section: 10 Township: 153 County: \_\_\_\_\_  
North Dakota.

(Attach copy of One Call Ticket)

Date of Crossing: \_\_\_\_\_

Between Mile Posts: \_\_\_\_\_ & \_\_\_\_\_ of Section: \_\_\_\_\_

Township 153 North, Range 102 West

***Map of location crossing MUST be attached. No Exceptions.***





Williams Rural Water District  
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Williston, ND 58801  
Phone: 701-774-8915 Fax: 701-774-9708  
[wrwa@nemont.net](mailto:wrwa@nemont.net)

TO: Dakota Access LLC Date: April 25, 2016  
1100 Weiss Ave  
Bismarck ND 58503

**CROSSING PERMIT**

Line \_\_\_\_\_ Williams County, ND  
One Call Ticket #: \_\_\_\_\_ Date of Crossing: \_\_\_\_\_  
Location – be specific: Eastside of ND 1804, Northside of  
private road

To Whom It May Concern:

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Contractor: \_\_\_\_\_ Address: \_\_\_\_\_

By: \_\_\_\_\_ Phone #: \_\_\_\_\_



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CROSSING PERMIT SCHEDULE

Crossing Party: Dakota Access LLC

Type of Structure: crude oil pipeline

Location of Crossing in Section: 10 Township: 153 County: Williams  
North Dakota.

(Attach copy of One Call Ticket)

Date of Crossing: \_\_\_\_\_

Between Mile Posts: \_\_\_\_\_ & \_\_\_\_\_ of Section: \_\_\_\_\_

Township 153 North, Range 102 West

*Map of location crossing MUST be attached. No Exceptions.*





Williams Rural Water District  
PO Box 1285  
5091 142<sup>ND</sup> Ave NW  
Williston, ND 58801  
Phone: 701-774-8915 Fax: 701-774-9708  
wrwa@nemont.net

TO: Dakota Access LLC  
1100 Weiss Ave,  
Bismarck ND 58503

Date: April 25, 2016

**CROSSING PERMIT**

Line \_\_\_\_\_ Williams \_\_\_\_\_ County, ND  
One Call Ticket #: \_\_\_\_\_ Date of Crossing: \_\_\_\_\_  
Location – be specific: ND 1804 - eastside

To Whom It May Concern:

Your company has asked Williams Rural Water District ("District") for permission to cross its water pipeline and right of way with another structure or facility ("Structure") at a location or locations as described above and as shown on the attached one call schedule.

The District serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on your part. Your business is also in the public interest, and we desire to cooperate with you, requesting your help in using your knowledge and experience to prevent damage to the pipeline. The District consents to your crossing in consideration of your agreement, and subject to the following conditions:

1. Before commencing work on said Structure, you shall provide 24 ~~days~~ hours written notice and consult with the District to discuss any issues associated with the crossing, and so that the District may have a representative present during the performance of the work.
2. You agree to pay for any modifications to the District pipeline which may be required (e.g. lowering, concrete caps, etc.). You further agree to pay for all damage to District property and to indemnify, protect and save the District harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying the District for any contamination, any clean-up or any environmental claims or actions resulting from your activities.



3. Work done by or for you shall be performed in a workmanlike manner in accordance with good engineering standards, due regard being given to the nature and purpose of the District's pipeline. You shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental authority, or as the District shall reasonably require to protect the District's property and for the safety and protection of persons and property. You must comply with all laws according to the ND Century Code 49.23-06.
4. If you install said Structure above the District's pipeline, whether above or below the surface of the ground, and if in connection with the District's operations it becomes necessary for such Structure to be moved, relocated, raised or lowered, then upon written request of the District, you shall promptly cause such work to be done at your sole expense, it being understood that the District shall make reasonable effort to carry on its operations in such manner as to obviate any such request.
5. Trenches exposing the water pipeline can expose a maximum of 5 feet unless otherwise approved by the District. All crossings must be at a 90 degree angle unless otherwise approved by the District. A representative of the District must be present during digging and burying of pipe. If bedding is disturbed, the water pipeline must be sand bedded when buried. The water pipeline may only be exposed for a maximum of 48 hours (less if weather requires) unless otherwise approved by the District. All crossings must be a minimum of 2 feet below the water pipeline unless otherwise approved by the District. Work requiring attendance by District personnel supervision must be performed during normal working hours, Monday through Friday, 8 am to 5 pm or you will be billed hourly for District personnel to be on site with a minimum of 2 hours. No weekend or holiday work will be allowed without prior approval.
6. Your company is liable for any representation that is misleading, proves to be untrue or is not fulfilled.
7. Any exceptions to any of the above conditions must be in writing and approved by the District.
8. If the District's lines are cut, all repairs will be paid for by the company and the water will be restored to the customers as soon as possible. If payments are not made, the District will pursue legal action.

This is not a grant from the District to you of an easement or permission to enter said land. You must obtain such authority from the landowner. The purpose of this Crossing Permit is to witness the District's consent to the Structure insofar as prior rights of the District are concerned.

This Crossing Permit is submitted in duplicate. Please witness your agreement hereto by signing in the space provided below, and be a returning a fully signed copy to Williams Rural Water District.

WILLIAMS RURAL WATER DISTRICT:

By: Ben Clays Date: 4-28-14

ACCEPTED AND AGREED TO:

Company/Owner of pipeline: Dakota Access, LLC Address: 1300 Main, Houston, TX 77002  
 By: [Signature] Vice President, Land and Right of Way Phone #: 713-989-7801  
 Contractor: \_\_\_\_\_ Address: \_\_\_\_\_  
 By: \_\_\_\_\_ Phone #: \_\_\_\_\_



Attached to and made part of Pipeline Crossing Permit Form

CROSSING PERMIT SCHEDULE

Crossing Party: Dakota Access LLC

Type of Structure: Crude oil company

Location of Crossing in Section: 35 Township: 154 County: Williams  
North Dakota.

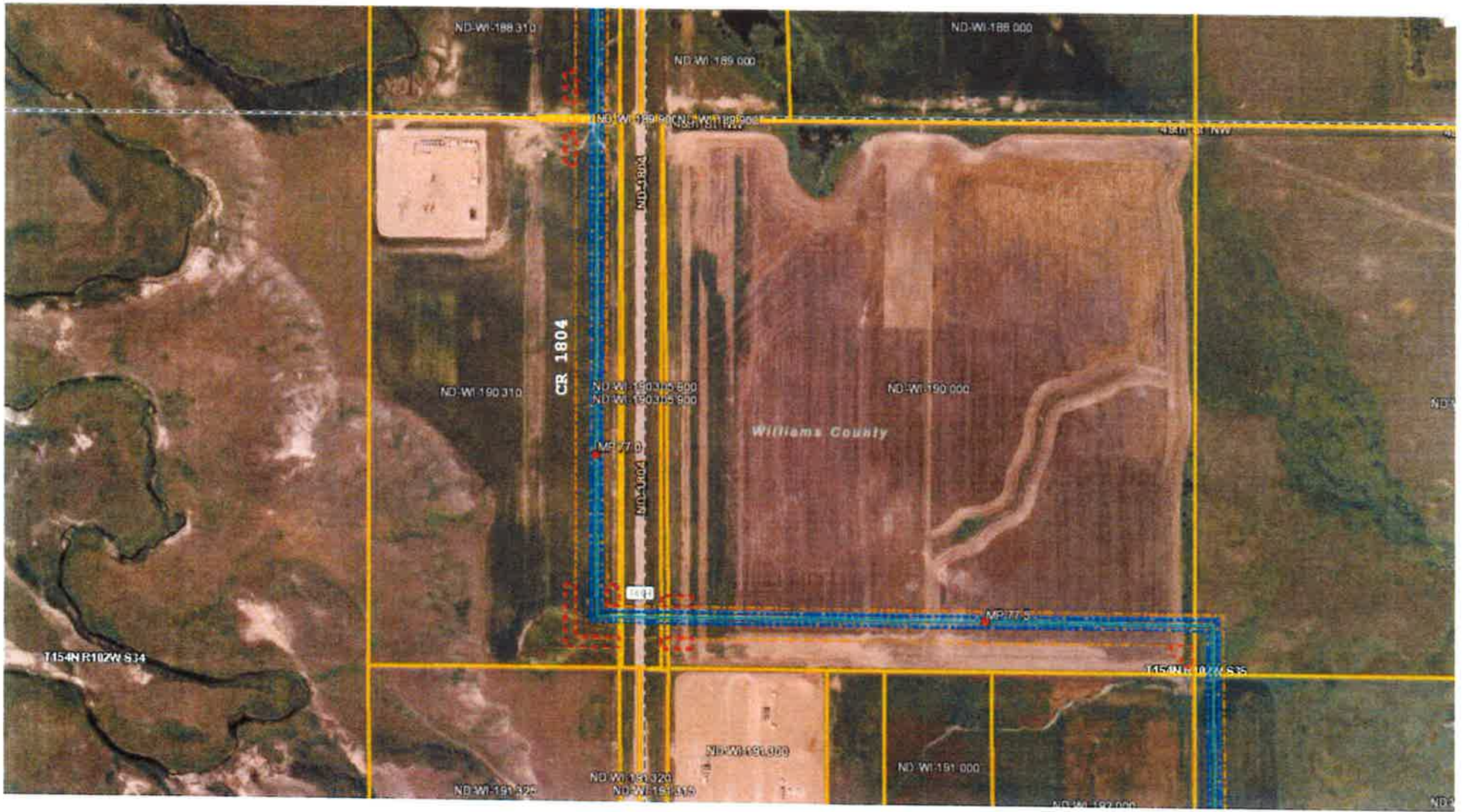
(Attach copy of One Call Ticket)

Date of Crossing: \_\_\_\_\_

Between Mile Posts: \_\_\_\_\_ & \_\_\_\_\_ of Section: \_\_\_\_\_

Township 154 North, Range 102 West

*Map of location crossing MUST be attached. No Exceptions.*





Williams Rural Water District  
PO Box 1285  
5091 142<sup>ND</sup> Ave NW  
Williston, ND 58801  
Phone: 701-774-8915 Fax: 701-774-9708  
wrwa@nemont.net

TO: Dakota Access, LLC  
1100 Weiss Ave  
Bismarck ND 58503

Date: April 23, 2016

CROSSING PERMIT

Line \_\_\_\_\_ Williams County, ND  
One Call Ticket #: \_\_\_\_\_ Date of Crossing: \_\_\_\_\_  
Location – be specific: 123 Ave NW, Westside

To Whom It May Concern:

Your company has asked Williams Rural Water District ("District") for permission to cross its water pipeline and right of way with another structure or facility ("Structure") at a location or locations as described above and as shown on the attached one call schedule.

The District serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on your part. Your business is also in the public interest, and we desire to cooperate with you, requesting your help in using your knowledge and experience to prevent damage to the pipeline. The District consents to your crossing in consideration of your agreement, and subject to the following conditions:

1. Before commencing work on said Structure, you shall provide 24 ~~hrs~~ hours written notice and consult with the District to discuss any issues associated with the crossing, and so that the District may have a representative present during the performance of the work.
2. You agree to pay for any modifications to the District pipeline which may be required (e.g. lowering, concrete caps, etc.). You further agree to pay for all damage to District property and to indemnify, protect and save the District harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying the District for any contamination, any clean-up or any environmental claims or actions resulting from your activities.

3. Work done by or for you shall be performed in a workmanlike manner in accordance with good engineering standards, due regard being given to the nature and purpose of the District's pipeline. You shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental authority, or as the District shall reasonably require to protect the District's property and for the safety and protection of persons and property. You must comply with all laws according to the ND Century Code 49.23-06.
4. If you install said Structure above the District's pipeline, whether above or below the surface of the ground, and if in connection with the District's operations it becomes necessary for such Structure to be moved, relocated, raised or lowered, then upon written request of the District, you shall promptly cause such work to be done at your sole expense, it being understood that the District shall make reasonable effort to carry on its operations in such manner as to obviate any such request.
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This Crossing Permit is submitted in duplicate. Please witness your agreement hereto by signing in the space provided below, and be a returning a fully signed copy to Williams Rural Water District.

WILLIAMS RURAL WATER DISTRICT:

By: Ben Clarys Date: 4-28-16

ACCEPTED AND AGREED TO:

Company/Owner of pipeline: Dakota Access, LLC Address: 1300 Main, Houston TX 77002

By: [Signature] Vice President, Land and Right of Way gdk Phone #: 713-989-7801

Contractor: \_\_\_\_\_ Address: \_\_\_\_\_

By: \_\_\_\_\_ Phone #: \_\_\_\_\_



Attached to and made part of Pipeline Crossing Permit Form

CROSSING PERMIT SCHEDULE

Crossing Party: Dakota Access, LLC

Type of Structure: Crude oil pipeline

Location of Crossing in Section: 1 Township: 155 County: Williams  
North Dakota.

(Attach copy of One Call Ticket)

Date of Crossing: \_\_\_\_\_

Between Mile Posts: \_\_\_\_\_ & \_\_\_\_\_ of Section: \_\_\_\_\_,

Township 155 North, Range 99 West

***Map of location crossing MUST be attached. No Exceptions.***



Williams Rural Water District  
PO Box 1285  
5091 142<sup>ND</sup> Ave NW  
Williston, ND 58801  
Phone: 701-774-8915 Fax: 701-774-9708  
wrwa@nemont.net

TO: Dakota Access, LLC  
1100 Weiss Ave  
Bismarck ND 58503

Date: April 23, 2016

**CROSSING PERMIT**

Line \_\_\_\_\_ Williams \_\_\_\_\_ County, ND

One Call Ticket #: \_\_\_\_\_ Date of Crossing: \_\_\_\_\_

Location – be specific: CR# 42 Eastside

To Whom It May Concern:

Your company has asked Williams Rural Water District (“District”) for permission to cross its water pipeline and right of way with another structure or facility (“Structure”) at a location or locations as described above and as shown on the attached one call schedule.

The District serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on your part. Your business is also in the public interest, and we desire to cooperate with you, requesting your help in using your knowledge and experience to prevent damage to the pipeline. The District consents to your crossing in consideration of your agreement, and subject to the following conditions:

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This Crossing Permit is submitted in duplicate. Please witness your agreement hereto by signing in the space provided below, and be a returning a fully signed copy to Williams Rural Water District.

WILLIAMS RURAL WATER DISTRICT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

ACCEPTED AND AGREED TO:

Company/Owner of pipeline: Dakota Access, LLC Address: 1300 Main, Houston, TX 77002  
 By: [Signature] Vice President, Land and Right of Way Dept Phone #: 713-989-7801  
 Contractor: \_\_\_\_\_ Address: \_\_\_\_\_  
 By: \_\_\_\_\_ Phone #: \_\_\_\_\_

SMT 10/24/15  


Attached to and made part of Pipeline Crossing Permit Form

CROSSING PERMIT SCHEDULE

Crossing Party: Dakota Access, LLC

Type of Structure: Crude oil pipeline

Location of Crossing in Section: 1 Township: 155 County: Williams  
North Dakota.

(Attach copy of One Call Ticket)

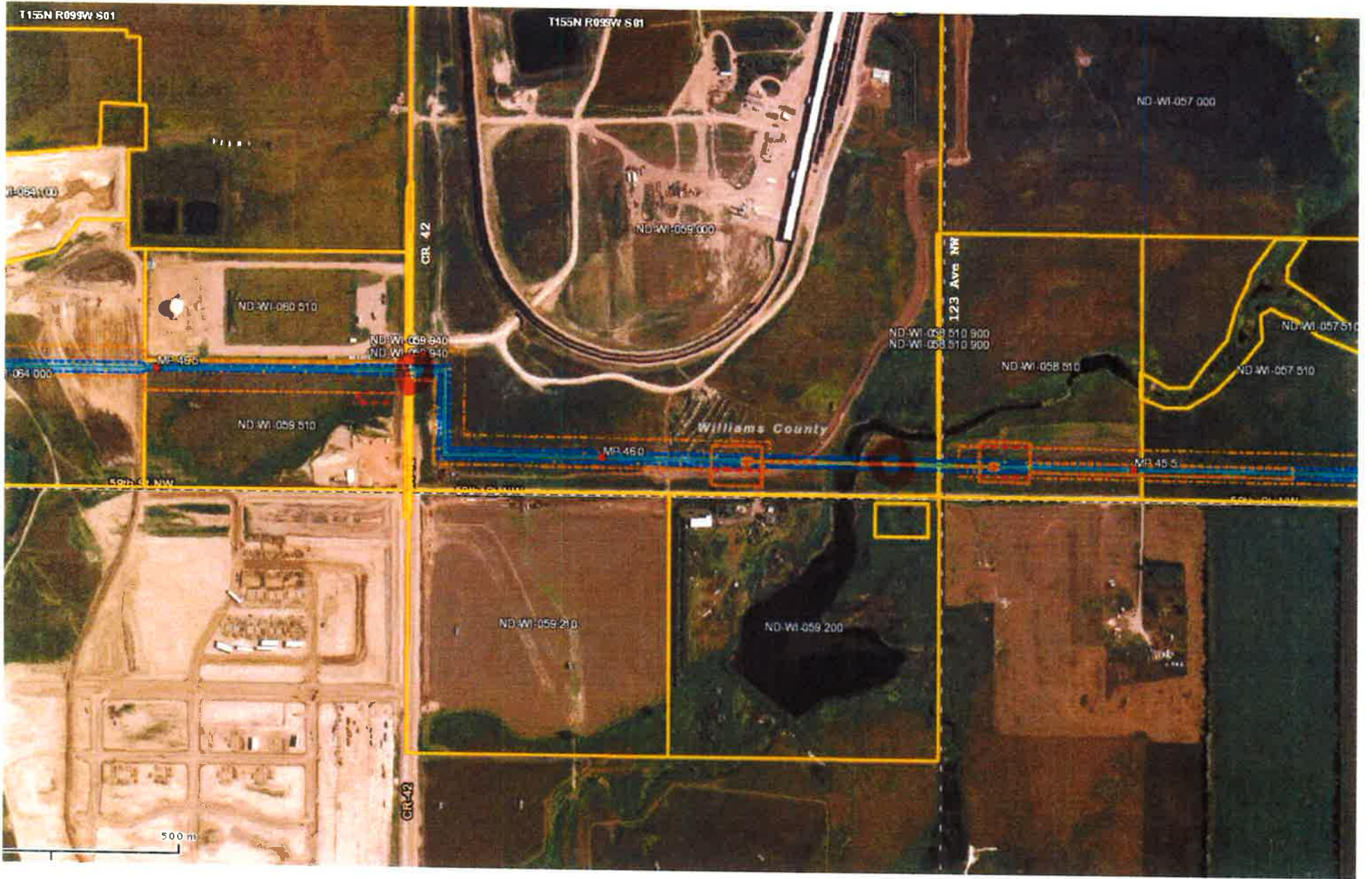
Date of Crossing: \_\_\_\_\_

Between Mile Posts: \_\_\_\_\_ & \_\_\_\_\_ of Section: \_\_\_\_\_,

Township 155 North, Range 99 West

**Map of location crossing MUST be attached. No Exceptions.**





Williams Rural Water District  
PO Box 1285  
5091 142<sup>ND</sup> Ave NW  
Williston, ND 58801  
Phone: 701-774-8915 Fax: 701-774-9708  
wrwa@nemont.net

TO: Dakota Access, LLC  
1100 Weiss Ave  
Bismarck ND 58503

Date: April 25, 2016

CROSSING PERMIT

Line \_\_\_\_\_ Williams \_\_\_\_\_ County, ND  
One Call Ticket #: \_\_\_\_\_ Date of Crossing: \_\_\_\_\_  
Location - be specific: Between 124<sup>th</sup> Ave + 125<sup>th</sup> Ave

To Whom It May Concern:

Your company has asked Williams Rural Water District ("District") for permission to cross its water pipeline and right of way with another structure or facility ("Structure") at a location or locations as described above and as shown on the attached one call schedule.

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This Crossing Permit is submitted in duplicate. Please witness your agreement hereto by signing in the space provided below, and be a returning a fully signed copy to Williams Rural Water District.

WILLIAMS RURAL WATER DISTRICT:

By: *Ben Clays* Date: 4-28-16

ACCEPTED AND AGREED TO:

Company/Owner of pipeline: Dakota Access, LLC Address: 1300 Main, Houston, TX 77002  
 By: *[Signature]* Phone #: 713-989-7801  
*Vice President, Land and Right of Way*  
 Contractor: \_\_\_\_\_ Address: \_\_\_\_\_  
 By: \_\_\_\_\_ Phone #: \_\_\_\_\_





Attached to and made part of Pipeline Crossing Permit Form

CROSSING PERMIT SCHEDULE

Crossing Party: Dakota Access, LLC

Type of Structure: crude oil pipeline

Location of Crossing in Section: 2 Township: 155 N County: Williams  
North Dakota.

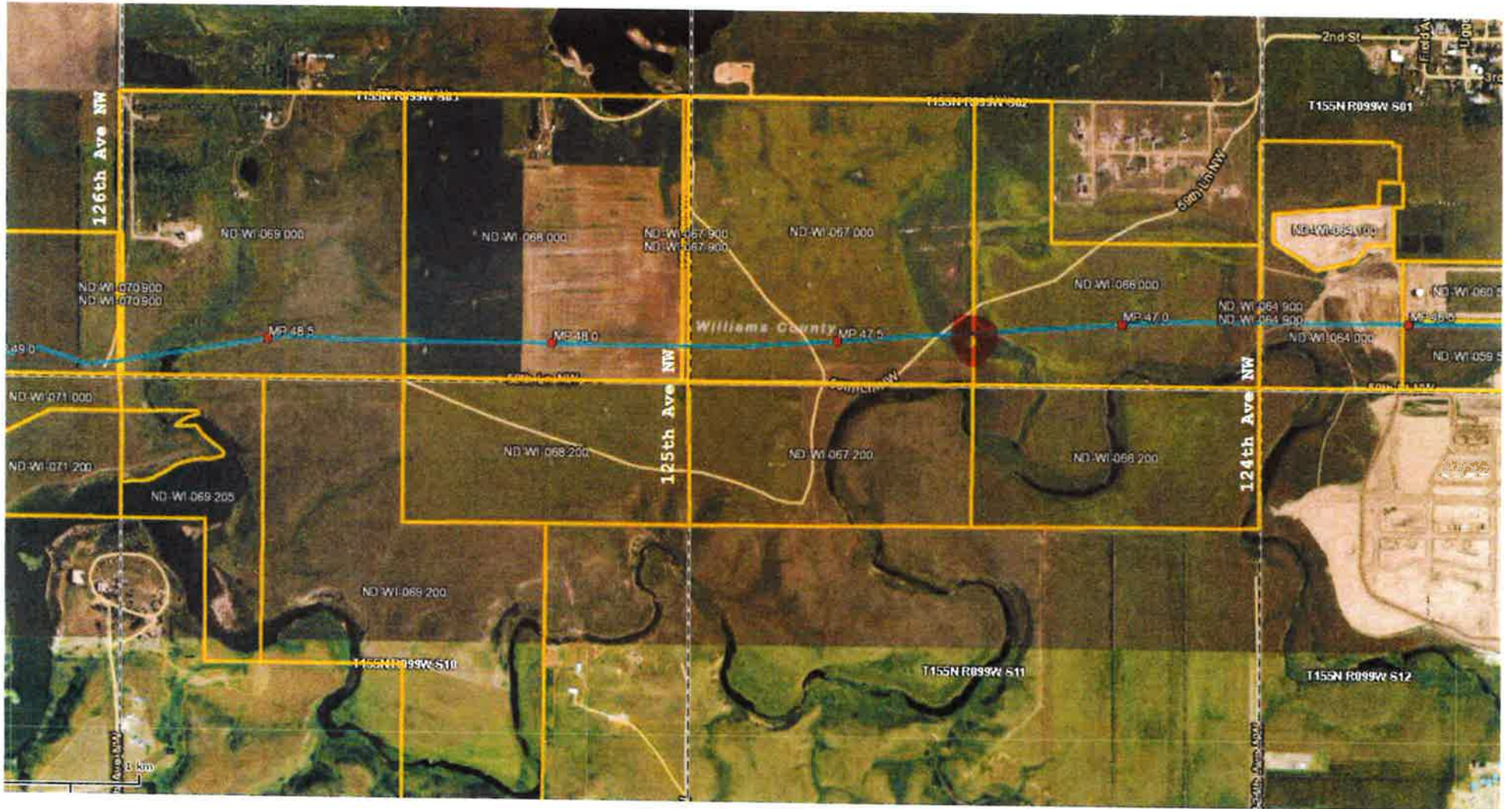
(Attach copy of One Call Ticket)

Date of Crossing: \_\_\_\_\_

Between Mile Posts: \_\_\_\_\_ & \_\_\_\_\_ of Section: \_\_\_\_\_

Township 155 North, Range 99 West

**Map of location crossing MUST be attached. No Exceptions.**



Between 124<sup>th</sup> + 125<sup>th</sup>

Williams Rural Water District  
PO Box 1285  
5091 142<sup>ND</sup> Ave NW  
Williston, ND 58801  
Phone: 701-774-8915 Fax: 701-774-9708  
wrwa@nemont.net

TO: Dakota Access, LLC  
1100 Weiss Ave.  
Bismarck ND 58503

Date: April 25, 2016

CROSSING PERMIT

Line \_\_\_\_\_ Williams \_\_\_\_\_ County, ND  
One Call Ticket #: \_\_\_\_\_ Date of Crossing: \_\_\_\_\_  
Location – be specific: Westside of 125<sup>th</sup> Ave.

To Whom It May Concern:

Your company has asked Williams Rural Water District ("District") for permission to cross its water pipeline and right of way with another structure or facility ("Structure") at a location or locations as described above and as shown on the attached one call schedule.

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WILLIAMS RURAL WATER DISTRICT:

By: *Ben Croy* Date: 4-28-16

ACCEPTED AND AGREED TO:

Company/Owner of pipeline: Dakota Access, LLC Address: 1300 Main, Houston, TX 77002

By: *[Signature]* Vice President, Land and Right of Way Phone #: 713-989-7801

Contractor: \_\_\_\_\_ Address: \_\_\_\_\_

By: \_\_\_\_\_ Phone #: \_\_\_\_\_



Attached to and made part of Pipeline Crossing Permit Form

CROSSING PERMIT SCHEDULE

Crossing Party: Dakota Access, LLC

Type of Structure: crude oil pipeline

Location of Crossing in Section: 3 Township: 155 County: Williams  
North Dakota.

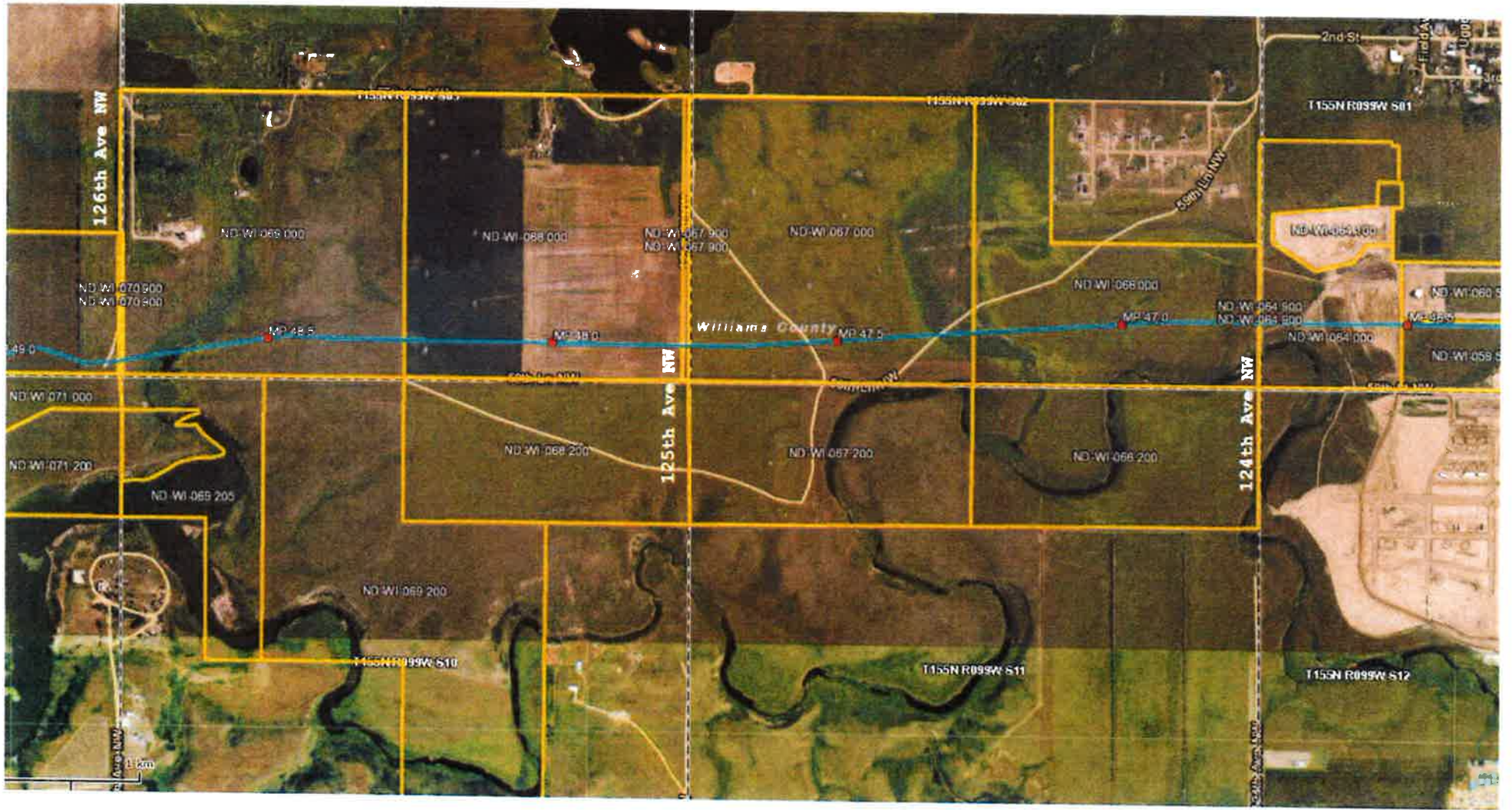
(Attach copy of One Call Ticket)

Date of Crossing: \_\_\_\_\_

Between Mile Posts: \_\_\_\_\_ & \_\_\_\_\_ of Section: \_\_\_\_\_,

Township 155 North, Range 99 West

***Map of location crossing MUST be attached. No Exceptions.***





Williams Rural Water District  
PO Box 1285  
5091 142<sup>ND</sup> Ave NW  
Williston, ND 58801  
Phone: 701-774-8915 Fax: 701-774-9708  
wrwa@nemont.net

TO: Nakota Access, LLC  
1100 Weiss Ave,  
Bismarck ND 58503

Date: April 26, 2016

**CROSSING PERMIT**

Line \_\_\_\_\_ Williams County, ND

One Call Ticket #: \_\_\_\_\_ Date of Crossing: \_\_\_\_\_

Location – be specific: West side of 126<sup>th</sup> Ave

To Whom It May Concern:

Your company has asked Williams Rural Water District ("District") for permission to cross its water pipeline and right of way with another structure or facility ("Structure") at a location or locations as described above and as shown on the attached one call schedule.

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5. Trenches exposing the water pipeline can expose a maximum of 5 feet unless otherwise approved by the District. All crossings must be at a 90 degree angle unless otherwise approved by the District. A representative of the District must be present during digging and burying of pipe. If bedding is disturbed, the water pipeline must be sand bedded when buried. The water pipeline may only be exposed for a maximum of 48 hours (less if weather requires) unless otherwise approved by the District. All crossings must be a minimum of 2 feet below the water pipeline unless otherwise approved by the District. Work requiring attendance by District personnel supervision must be performed during normal working hours, Monday through Friday, 8 am to 5 pm or you will be billed hourly for District personnel to be on site with a minimum of 2 hours. No weekend or holiday work will be allowed without prior approval.
6. Your company is liable for any representation that is misleading, proves to be untrue or is not fulfilled
7. Any exceptions to any of the above conditions must be in writing and approved by the District.
8. If the District's lines are cut, all repairs will be paid for by the company and the water will be restored to the customers as soon as possible. If payments are not made, the District will pursue legal action.

This is not a grant from the District to you of an easement or permission to enter said land. You must obtain such authority from the landowner. The purpose of this Crossing Permit is to witness the District's consent to the Structure insofar as prior rights of the District are concerned.

This Crossing Permit is submitted in duplicate. Please witness your agreement hereto by signing in the space provided below, and be returning a fully signed copy to Williams Rural Water District.

WILLIAMS RURAL WATER DISTRICT:

By: Ben Clegg Date: 4-28-16

ACCEPTED AND AGREED TO:

Company/Owner of pipeline: Dakota Access, LLC Address: 1300 Main, Houston, TX 77002

By: [Signature] Vice President, Land and Right of Way gmk Phone #: 713-989-7801

Contractor: \_\_\_\_\_ Address: \_\_\_\_\_

By: \_\_\_\_\_ Phone #: \_\_\_\_\_



Attached to and made part of Pipeline Crossing Permit Form

CROSSING PERMIT SCHEDULE

Crossing Party: Dakota Access, LLC

Type of Structure: Crude oil pipeline

Location of Crossing in Section: 4 Township: 155 County: Williams  
North Dakota.

(Attach copy of One Call Ticket)

Date of Crossing: \_\_\_\_\_

Between Mile Posts: \_\_\_\_\_ & \_\_\_\_\_ of Section: \_\_\_\_\_,

Township 155 North, Range 99 West

***Map of location crossing MUST be attached. No Exceptions.***





Williams Rural Water District  
PO Box 1285  
5091 142<sup>ND</sup> Ave NW  
Williston, ND 58801  
Phone: 701-774-8915 Fax: 701-774-9708  
wrwa@nemont.net

TO: Dakota Access LLC  
1100 Weiss Ave  
Bismarck, ND 58503

Date: April 25, 2016

**CROSSING PERMIT**

Line \_\_\_\_\_ Williams \_\_\_\_\_ County, ND

One Call Ticket #: \_\_\_\_\_ Date of Crossing: \_\_\_\_\_

Location – be specific: West side of CR# 11

To Whom It May Concern:

Your company has asked Williams Rural Water District ("District") for permission to cross its water pipeline and right of way with another structure or facility ("Structure") at a location or locations as described above and as shown on the attached one call schedule.

The District serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on your part. Your business is also in the public interest, and we desire to cooperate with you, requesting your help in using your knowledge and experience to prevent damage to the pipeline. The District consents to your crossing in consideration of your agreement, and subject to the following conditions:

1. Before commencing work on said Structure, you shall provide 24 ~~days~~ hours written notice and consult with the District to discuss any issues associated with the crossing, and so that the District may have a representative present during the performance of the work.
2. You agree to pay for any modifications to the District pipeline which may be required (e.g. lowering, concrete caps, etc.). You further agree to pay for all damage to District property and to indemnify, protect and save the District harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying the District for any contamination, any clean-up or any environmental claims or actions resulting from your activities.



3. Work done by or for you shall be performed in a workmanlike manner in accordance with good engineering standards, due regard being given to the nature and purpose of the District's pipeline. You shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental authority, or as the District shall reasonably require to protect the District's property and for the safety and protection of persons and property. You must comply with all laws according to the ND Century Code 49.23-06.
4. If you install said Structure above the District's pipeline, whether above or below the surface of the ground, and if in connection with the District's operations it becomes necessary for such Structure to be moved, relocated, raised or lowered, then upon written request of the District, you shall promptly cause such work to be done at your sole expense, it being understood that the District shall make reasonable effort to carry on its operations in such manner as to obviate any such request.
5. Trenches exposing the water pipeline can expose a maximum of 5 feet unless otherwise approved by the District. All crossings must be at a 90 degree angle unless otherwise approved by the District. A representative of the District must be present during digging and burying of pipe. If bedding is disturbed, the water pipeline must be sand bedded when buried. The water pipeline may only be exposed for a maximum of 48 hours (less if weather requires) unless otherwise approved by the District. All crossings must be a minimum of 2 feet below the water pipeline unless otherwise approved by the District. Work requiring attendance by District personnel supervision must be performed during normal working hours, Monday through Friday, 8 am to 5 pm or you will be billed hourly for District personnel to be on site with a minimum of 2 hours. No weekend or holiday work will be allowed without prior approval.
6. Your company is liable for any representation that is misleading, proves to be untrue or is not fulfilled.
7. Any exceptions to any of the above conditions must be in writing and approved by the District.
8. If the District's lines are cut, all repairs will be paid for by the company and the water will be restored to the customers as soon as possible. If payments are not made, the District will pursue legal action.

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This Crossing Permit is submitted in duplicate. Please witness your agreement hereto by signing in the space provided below, and be returning a fully signed copy to Williams Rural Water District.

WILLIAMS RURAL WATER DISTRICT:

By: *Ben Collins* Date: *4-28-16*

ACCEPTED AND AGREED TO:

Company/Owner of pipeline: *Dakota Access, LLC* Address: *1300 Main, Houston, TX 77002*

By: *[Signature]* *Vice President, Land and Right of Way* Phone #: *713-989-7801*

Contractor: \_\_\_\_\_ Address: \_\_\_\_\_

By: \_\_\_\_\_ Phone #: \_\_\_\_\_





Attached to and made part of Pipeline Crossing Permit Form

CROSSING PERMIT SCHEDULE

Crossing Party: Dakota Access, LLC

Type of Structure: crude oil pipeline

Location of Crossing in Section: 12 Township: 155 N County: Williams  
North Dakota.

(Attach copy of One Call Ticket)

Date of Crossing: \_\_\_\_\_

Between Mile Posts: \_\_\_\_\_ & \_\_\_\_\_ of Section: \_\_\_\_\_,

Township 155 North, Range 100 West

*Map of location crossing MUST be attached. No Exceptions.*



Williams Rural Water District  
PO Box 1285  
5091 142<sup>ND</sup> Ave NW  
Williston, ND 58801  
Phone: 701-774-8915 Fax: 701-774-9708  
wrwa@nemont.net

TO: Dakota Access LLC  
1100 Weiss Ave  
Bismarck ND 58503

Date: April 25, 2016

**CROSSING PERMIT**

Line \_\_\_\_\_ Williams \_\_\_\_\_ County, ND

One Call Ticket #: \_\_\_\_\_ Date of Crossing: \_\_\_\_\_

Location – be specific: Northside US 2

To Whom It May Concern:

Your company has asked Williams Rural Water District ("District") for permission to cross its water pipeline and right of way with another structure or facility ("Structure") at a location or locations as described above and as shown on the attached one call schedule.

The District serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on your part. Your business is also in the public interest, and we desire to cooperate with you, requesting your help in using your knowledge and experience to prevent damage to the pipeline. The District consents to your crossing in consideration of your agreement, and subject to the following conditions:

1. Before commencing work on said Structure, you shall provide 24 ~~hrs~~ hours written notice and consult with the District to discuss any issues associated with the crossing, and so that the District may have a representative present during the performance of the work.
2. You agree to pay for any modifications to the District pipeline which may be required (e.g. lowering, concrete caps, etc.). You further agree to pay for all damage to District property and to indemnify, protect and save the District harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying the District for any contamination, any clean-up or any environmental claims or actions resulting from your activities.



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WILLIAMS RURAL WATER DISTRICT:

By: Ben Clegg Date: 4-28-16

ACCEPTED AND AGREED TO:

Company/Owner of pipeline: Dakota Access, LLC Address: 1300 Main, Houston, TX 77002

By: [Signature] Vice President, Land and Right of Way gmk Phone #: 713-989-7801

Contractor: \_\_\_\_\_ Address: \_\_\_\_\_

By: \_\_\_\_\_ Phone #: \_\_\_\_\_



Attached to and made part of Pipeline Crossing Permit Form

CROSSING PERMIT SCHEDULE

Crossing Party: Dakota Access, LLC

Type of Structure: Crude oil company

Location of Crossing in Section: 22 Township: 154 County: Williams  
North Dakota.

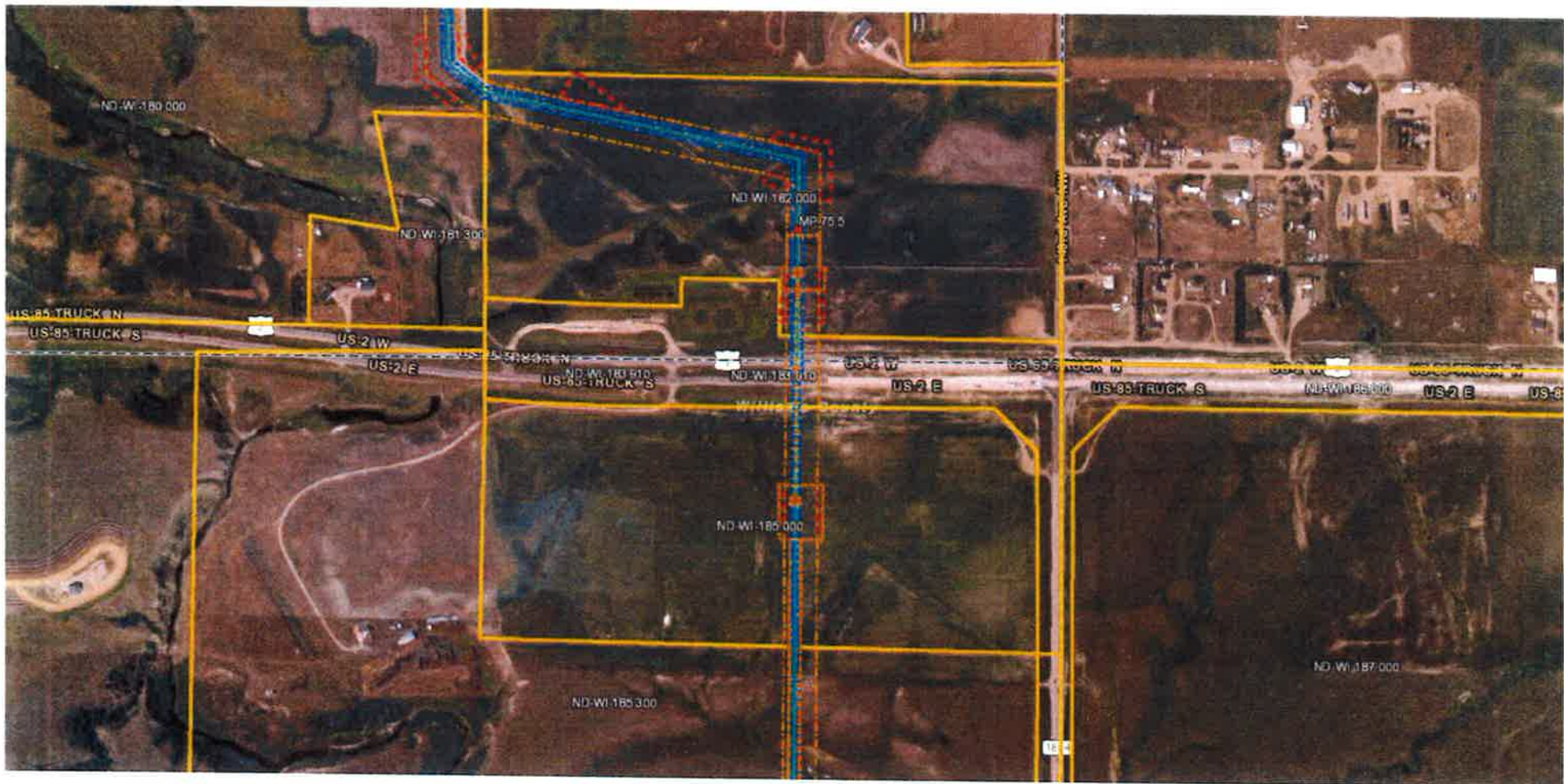
(Attach copy of One Call Ticket)

Date of Crossing: \_\_\_\_\_

Between Mile Posts: \_\_\_\_\_ & \_\_\_\_\_ of Section: \_\_\_\_\_

Township 154 North, Range 102 West

*Map of location crossing MUST be attached. No Exceptions.*





Williams Rural Water District  
PO Box 1285  
5091 142<sup>ND</sup> Ave NW  
Williston, ND 58801  
Phone: 701-774-8915 Fax: 701-774-9708  
wrwa@nemont.net

TO: Dakota Access LLC  
1100 Weiss Ave  
Bismarck ND 58503

Date: April 25, 2016

**CROSSING PERMIT**

Line \_\_\_\_\_ Williams \_\_\_\_\_ County, ND  
One Call Ticket #: \_\_\_\_\_ Date of Crossing: \_\_\_\_\_  
Location – be specific: Southside of US 2

To Whom It May Concern:

Your company has asked Williams Rural Water District ("District") for permission to cross its water pipeline and right of way with another structure or facility ("Structure") at a location or locations as described above and as shown on the attached one call schedule.

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WILLIAMS RURAL WATER DISTRICT:

By: *Ben Claps* Date: 4-28-14

ACCEPTED AND AGREED TO:

Company/Owner of pipeline: Dakota Access, LLC Address: 1300 Main, Houston, TX 77002

By: *[Signature]* Phone #: 713-989-7801  
*Vice President, Land and Right of Way*

Contractor: \_\_\_\_\_ Address: \_\_\_\_\_

By: \_\_\_\_\_ Phone #: \_\_\_\_\_



Attached to and made part of Pipeline Crossing Permit Form

CROSSING PERMIT SCHEDULE

Crossing Party: Dakota Access LLC

Type of Structure: Crude oil pipeline

Location of Crossing in Section: 27 Township: 154 County: Williams  
North Dakota.

(Attach copy of One Call Ticket)

Date of Crossing: \_\_\_\_\_

Between Mile Posts: \_\_\_\_\_ & \_\_\_\_\_ of Section: \_\_\_\_\_

Township 154 North, Range 102 West

*Map of location crossing MUST be attached. No Exceptions.*



